
Sample Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called COUNTY) and ___ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK AND PROJECT

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Operations of the Biosolids Dewatering Facility, Sludge Dewatering and Hauling

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name: Operations of the Biosolids Dewatering Facility, Sludge Dewatering and Hauling

Bid Number: 2026015

Project Address: Biosolids Dewatering Facility – 1350 74th Ave. SW

Gifford WRF – 3550 49th St.

Highlands WRF – 2500 6th Ave. SW

Glendale WRF – 8405 8th St.

ARTICLE 2 – TERM

The term of this agreement will be from March 1, 2026 through February 28, 2027, with four (4) additional one-year extensions available subject to vendor acceptance, satisfactory performance and staff's determination that a renewal would be in the best interest of the County.

ARTICLE 3 - CONTRACT PRICE

4.01 COUNTY shall pay CONTRACTOR for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01.A and summarized in paragraph 4.01.B, below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as Exhibit 1.

B. THE CONTRACT SUM subject to additions and deductions provided in the Contract Documents:

Numerical Amount: \$ 1,141,500.00

Written Amount: One Million, One Hundred, Forty-One Thousand, Five Hundred Dollars and Zero Cents.

ARTICLE 4 – PAYMENT PROCEDURES

Owner shall make payments to account at the Contract Price on the basis of CONTRACTOR’s Invoices for Payment at intervals not less than once each month during performance of the Work.

In accordance with the Florida Prompt Payment Act, after final acceptance by the OWNER, the OWNER shall make payment to the CONTRACTOR in the full amount. PAYMENT and acceptance of such payment by the CONTRACTOR shall release the OWNER from all claims or liabilities to the CONTRACTOR in connection with this Agreement.

ARTICLE 5 - INDEMNIFICATION

5.01 CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work.

ARTICLE 6 - CONTRACTOR’S REPRESENTATIONS

6.01 In order to induce COUNTY to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by COUNTY and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given COUNTY written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

K. Contractor will comply with all the requirements as imposed by the Americans with Disabilities Act of 1990 ("ADA"), the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

L. Contractor does not meet any of the criteria in Section 287.138, Florida Statutes, relating to Foreign Entity ownership, that would exclude it from eligibility to enter an agreement which may give access to an individual's personal identifying information.

M. Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor. No employee, subcontractor or agent of Contractor shall be considered an employee of the County and no partnership, joint venture or agency relationship exists between the parties.

Article 7 - CONTRACTOR'S LIABILITY INSURANCE

A. During the performance of the Services under this Contract, the CONTRACTOR shall procure and maintain at their own expense and without cost to the COUNTY, the following types of insurance. The policy limits are considered minimum amounts. The policies shall be written by an insurance company authorized to do business in Florida:

I. Comprehensive General Liability insurance covering all operations, including legal liability and completed operations/products liability, with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence.

II. Comprehensive Automobile and Water Vehicle Liability Insurance covering owned, non-owned or rented automotive equipment to be used in the performance of the work with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence.

III. Worker's Compensation insurance shall be in the amounts and in the form prescribed by the laws of Florida.

IV. The aggregate limit of Liability Insurance Limits is five million dollars (\$5,000,000). Umbrella policies are acceptable.

B. CONTRACTOR shall furnish COUNTY with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

C. All CONTRACTOR's sub-contractors shall be required to include COUNTY and CONTRACTOR as additional insured on their General Liability insurance policies. In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the COUNTY for any claim in excess of the sub-contractor's insurance coverage.

D. Within twenty-four (24) hours of a Notice to Proceed, but before any Work has started, CONTRACTOR shall deliver to the COUNTY certificates of insurance for the CONTRACTOR's workforce and subcontractors.

E. The CONTRACTOR shall not commence work under this Contract until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

F. The required insurance coverages shall remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing Defective Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Notice to Proceed;
- (3) Public Construction Bond;
- (4) Certificate(s) of Liability Insurance;
- (5) Invitation to Bid 2026015;
- (6) Addenda (numbers to , inclusive);
- (7) CONTRACTOR'S Bid Form;
- (8) Bid Bond;
- (9) Qualifications Questionnaire;
- (10) Drug Free Workplace Form;
- (11) Sworn Statement Under Section on Disclosure of Relationships;
- (12) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (13) Certification Regarding Lobbying;
- (14) Anti-Human Trafficking Certification;
- (15) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a) Written Amendments;
 - b) Change Order(s).

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon COUNTY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the

Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@indianriver.gov

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

9.07 Cooperative Purchasing

This agreement is available to eligible agencies for cooperative procurement purposes, however, COUNTY is not a party to any agreement or dispute between CONTRATOR and an agency utilizing this provision.

9.08 Availability of Funds

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

9.09 Changes

Any modification to this agreement must be made in writing. The cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

Article 10 - TERMINATION OF CONTRACT

A. The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the COUNTY with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the COUNTY may have under this Contract or under law:

(1) if in the COUNTY's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;

(2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;

(3) if in the COUNTY's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;

(4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon;
or

(5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.

B. COUNTY shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the COUNTY.

C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, COUNTY may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the COUNTY may authorize CONTRACTOR to restore any work sites.

D. A vendor or service provider that breaches this agreement during an emergency recovery period (1-year period that begins on the date that the governor initially declared a state of emergency for a natural emergency) is to pay a \$5,000 penalty and damages which may be either actual and consequential damages or liquidated damages. Additionally, the CONTRACTOR shall be liable for:

(1) any new cost incurred by the COUNTY in soliciting bids or proposals for and letting a new contract;
and

(2) the difference between the cost of completing the new contract and the cost of completing this Contract;

(3) any court costs and attorney's fees associated with any lawsuit undertaken by COUNTY to enforce its rights herein.

E. TERMINATION FOR CONVENIENCE: COUNTY may at any time and for any reason terminate CONTRACTOR's services and work for COUNTY's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:

(1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
(2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the COUNTY.

Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

F. TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. COUNTY may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes. COUNTY may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section

287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

2026015 Operations of the Biosolids Dewatering Facility, Sludge Dewatering, and Hauling

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20____ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

COUNTY:

INDIAN RIVER COUNTY

By: _____
Deryl Loar, Chairman

By: _____
John A. Titkanich, Jr., County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Jennifer W. Shuler, County Attorney

Ryan L. Butler, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk

(SEAL)

Designated Representative:
Name, title
address
phone
email

CONTRACTOR:

COMPANY NAME

By: _____
Name: _____
Title: _____

(Corporate Seal)
(If CONTRACTOR is a corporation or partnership, attach evidence of authority to sign)

Attest: _____
Name: _____
Title: _____

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____

PUBLIC CONSTRUCTION BOND

INSTRUCTION FOR PUBLIC CONSTRUCTION BOND

The front or cover page to the required public construction/payment and performance bond shall contain the information required by Fla. Stat. 255.05(1)(a), and be substantially in the format shown on the first page following this instruction.

The Public Construction Bond shall be in the form suggested by Fla. Stat. 255.05(3) as shown on the second page following this instruction.

A Power of Attorney from a surety insurer authorized to do business in Florida, authorizing the signature of the Attorney in Fact who executes the Public Construction Bond shall accompany that Bond.

**Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page**

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY NAME: _____

SURETY PRINCIPAL: _____

BUSINESS ADDRESS: _____

SURETY PHONE NO: _____

OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE NO: _____

OBLIGEE NAME: _____

(If contracting entity is different from the owner, the contract public entity)

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: _____

CONTRACT NO: _____

(If applicable)

DESCRIPTION OF WORK: _____

PROJECT LOCATION: _____

LEGAL DESCRIPTION: _____

(If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

PUBLIC CONSTRUCTION BOND

Bond No. _____
(enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____,

[Insert Principal Name]
PRINCIPAL/DEVELOPER

By: _____
(Authorized signatory)

Printed name: _____

Title: _____

Address: _____

Phone: _____

[Insert Surety Name]
SURETY

By: _____
(As Attorney in Fact)

Printed name: _____

Title: _____

Address: _____

Phone: _____

Attach Power of Attorney

Change Order Form

No. _____

DATE OF ISSUANCE:

EFFECTIVE DATE:

OWNER: Indian River County
 CONTRACTOR:
 Project:

OWNER's Bid/RFP No. _____

You are directed to make the following changes in the Contract Documents:
 Description:

Reason for Change Order:

Attachments: (List documents supporting change)

| CHANGE IN CONTRACT PRICE: | |
|---|----------|
| Description | Amount |
| Original Contract Price | \$ _____ |
| Net Increase (Decrease) from previous Change Orders No. ___ to ___: | \$ _____ |
| Contract Price prior to this Change Order: | \$ _____ |
| Net increase (decrease) of this Change Order: | \$ _____ |
| Contract Price with all approved Change Orders: | \$ _____ |

| CHANGE IN CONTRACT TIMES | |
|--|-----------------------------------|
| Description | Time |
| Original Contract Time: Substantial Completion: Final Completion: | (days or dates) _____ _____ |
| Net change from previous Change Orders No. ___ to ___: Substantial Completion: Final Completion: | (days) _____ _____ |
| Contract Time prior to this Change Order: Substantial Completion: Final Completion: | (days or dates) _____ _____ |
| Net increase (decrease) this Change Order: Substantial Completion: Final Completion: | (days or dates) _____ _____ |
| Contract Time with all approved Change Orders: Substantial Completion: Final Completion: | (days or dates) _____ _____ |

| |
|------------------------|
| ACCEPTED: |
| By: |
| CONTRACTOR (Signature) |
| Date: |

| |
|----------------------|
| RECOMMENDED: |
| By: |
| ENGINEER (Signature) |
| Date: |

| |
|-------------------|
| APPROVED: |
| By: |
| OWNER (Signature) |
| Date: |